

BEFORE THE
BOARD OF OIL, GAS & MINING
DEPARTMENT OF NATURAL RESOURCES
STATE OF UTAH

IN THE MATTER OF THE FORM AND AMOUNT OF THE BOND FOR THE UINTAH COUNTY ASPHALT MINE OPERATED BY UINTAH COUNTY, UTAH	FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER APPROVING FORM AND AMOUNT OF THE AMENDED BOND ON THE UINTAH COUNTY ASPHALT MINE Cause No. M/047/022 (Matter Heard by the Board 10/23/96 as Agenda Item No. 1)
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Pursuant to notice, the above matter came on for hearing before the Board of Oil, Gas & Mining (the "Board") at its regularly scheduled hearing held in St. George, Utah on October 23, 1996. Members of the Board present at the hearing included Chairperson Dave Lauriski and members Jay L. Christensen, Elise L. Erler, Thomas B. Faddies, Judy F. Lever, Raymond Murray and Kent G. Stringham. Attorney Thomas Bachtell attended the hearing on behalf of Uintah County. Mr. Bachtell also spoke in his separate and independent capacity as president of an adjacent operator named Buena Ventura Resources Corporation. Assistant Attorney General Patrick J. O'Hara acted as counsel to the Board. The

Division of Oil, Gas and Mining (the "Division"), by and through minerals staff members Wayne Hedberg and Anthony Gallegos, recommended that the Board approve the self-bond in the form and amount attached hereto as Exhibit A.

Having duly considered the form and amount of the proposed self-bond, and all of the information provided to the Board at the hearing, the Board rules as follows:

FINDINGS OF FACT

1. The Uintah County Asphalt Mine (the "Mine"), as now amended, will disturb approximately 80.5 acres. The Mine is located about three miles southwest of Vernal, Utah at Asphalt Ridge.
2. The operator of the Mine is Uintah County, Utah, a political subdivision of the State of Utah (the "Operator").
3. The detailed factual information about the Mine as set forth in that certain "Executive Summary" dated October 8, 1996 attached hereto as Exhibit B is hereby incorporated by reference as a finding of the Board.
4. The detailed factual information about the Mine as set forth in that certain "Reclamation Estimate" draft dated October 18, 1996 attached hereto as Exhibit C is hereby incorporated by reference as a finding of the Board.
5. In consultation with the Operator, the Division has determined

that the cost to reclaim the Mine will be \$146,400, escalated to 2001 dollars, based on site-specific calculations reflecting the Division's cost to reclaim the Mine.

6. Relative to the expected cost of reclamation, the Operator has a significant net worth and sources of income, including the power to tax. In making this finding, the Board is relying on the representation by the Operator's counsel to the Division's Mr. Hedberg in a letter dated October 16, 1996 that the Operator has a liabilities/net worth ratio of about 0.343 and a ratio of current assets to current liabilities of about 2.64.

CONCLUSIONS OF LAW

1. The Board has the authority under Utah Code Ann. Sec. 40-8-7(e) (1953, as amended) and Utah Administrative Code R647-4-113.4 to determine the form and amount of the bond on the Mine.

2. The Board has the power under Utah Administrative Code R647-4-113.4.16 to accept a written self-bonding agreement in the case of this Operator because the Board finds that this Operator has shown sufficient financial strength to be relieved of the obligation to post hard surety.

3. The proposed "Reclamation Contract" in the form attached hereto as Exhibit A, as signed October 10, 1996 by Lonnie Hogan, Uintah County Road Superintendent, on behalf of the Operator, is a written self-bonding agreement

acceptable to the Board, so long as it is corrected, as shown on Exhibit A, to show the name of the Operator as "Uintah County" rather than the "Uintah County Commission", and so long as the Uintah County Commission adopts, at a public hearing, a resolution, in the form attached hereto as Exhibit D, to ratify that Mr. Hogan had and has authority to bind Uintah County, a political subdivision of the State of Utah, to reclaim the 80.5 disturbed acres at the cost of \$146,400, escalated to 2001 dollars.


ORDER

Based on the foregoing Findings of Fact and Conclusions of Law, IT IS
HEREBY ORDERED:

Upon receipt of proof that the Uintah County Commission has adopted a Resolution in the form attached hereto as Exhibit D, the Division shall accept from the Operator a self-bond on the 80.5 disturbed acres in the amount of \$146,400, escalated to 2001 dollars, in the form of the Reclamation Contract attached hereto as Exhibit A.

ISSUED this 12 day of November, 1996.

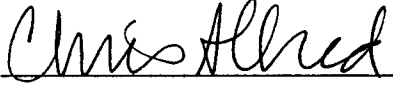
BOARD OF OIL, GAS & MINING

By 
Dave Lauriski
Its Chairperson

CERTIFICATE OF SERVICE

I hereby certify that, on the 12 day of November, 1996, I mailed, postage prepaid, a true and correct copy of the foregoing FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER APPROVING FORM AND AMOUNT OF THE AMENDED BOND ON THE UNITAH COUNTY ASPHALT MINE to the following:

Thomas Bachtell, Esq.
Robert G. Pruitt, III, Esq.
Attorneys for Uintah County, Utah
Pruitt, Gushee & Bachtell
Suite 1850 Beneficial Life Tower
Salt Lake City, UT 84111-1495


Chris Allred
Secretary to the Board

File Number M/047/022

Effective Date _____

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
PO Box 145801
Salt Lake City, Utah 84114-5801
(801)538-5291
Fax (801)359-3940

RECLAMATION CONTRACT

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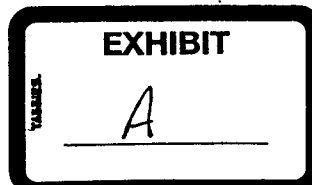
For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/047/022
(Mineral Mined) Tar Sands

"MINE LOCATION":
(Name of Mine) Uintah County Asphalt Mine
(Description) _____

"DISTURBED AREA":
(Disturbed Acres) 10.0 on this amendmnt now total 80.5
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Uintah County Commission
(Address) 147 East Main
Vernal, Utah 84078
(Phone) (801)789-1070



"OPERATOR'S REGISTERED AGENT":

(Name)
(Address)

Lonnie Hogan
147 East Main
Vernal, Utah 84078

(Phone)

(801)789-1070
(801)828-7735 - Mobile

"OPERATOR'S OFFICER(S)":

Lonnie Hogan, Road Superintendent

"SURETY":

(Form of Surety - Attachment B)

Agreement

"SURETY COMPANY":

(Name, Policy or Act. No.)

N/A

"SURETY AMOUNT":

(Escalated Dollars)

\$14,619.00 for this amendment only,
which combined with prior contracts,
now total \$146,400, escalated to
2001 dollars.

"ESCALATION YEAR":

2001

"STATE":

State of Utah

"DIVISION":

Division of Oil, Gas and Mining

"BOARD":

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Utah County Commission the "Operator" and the Utah State Board of Oil, Gas and Mining ("Board").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/047/022 which has been approved by the Utah State Division of Oil, Gas and Mining "Division" under the Utah Mined Land Reclamation Act, Section 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved

Reclamation Plan, and Operator is obligated to provide surety in form and amount approved by the Board, to assure reclamation of the Disturbed Area.

NOW, THEREFORE, the Board and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the original Notice of Intention dated May 9, 1988, and the original Reclamation Plan dated May 9, 1988. The Notice of Intention as amended, and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Board. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Board in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Board. If the Operator fails to provide an acceptable replacement Surety Company, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area,

Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the (Board) that the aggregate face amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The (Board) shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Board to substitute surety. The Board, in its sole judgment and discretion, may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.

- 13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
- 14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

UINTAH COUNTY COMMISSION
Operator Name

By: Lonnie Hogan, Road Superintendent
Authorized Officer (Typed or Printed)

Lonnie Hogan
Authorized Officer's Signature

10-10-96
Date

=====

SO AGREED this _____ day of _____, 19____

AND APPROVED AS TO FORM AND AMOUNT OF SURETY:

BY _____
David D. Lauriski, Chairman
Utah State Board of Oil, Gas and Mining

DIVISION OF OIL, GAS AND MINING:

By _____
James W. Carter, Director

_____ Date

STATE OF UTAH _____)
COUNTY OF _____) ss:

On the _____ day of _____, 19 _____, personally
appeared before me _____, who
being duly sworn did say that he/she, the said _____
is the Director of the Division of Oil, Gas and Mining, Department of Natural
Resources, State of Utah, and he/she duly acknowledged to me that he/she
executed the foregoing document by authority of law on behalf of the State of
Utah.

Notary Public
Residing at: _____

My Commission Expires:

OPERATOR:

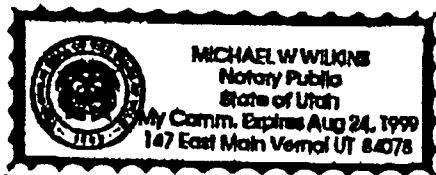
UINTAH COUNTY COMMISSION
Operator Name

By Lonnle Hogan, Road Superintendent 10-10-96
Corporate Officer - Position Date

Lonnle Hogan
Signature

STATE OF UTAH _____)
COUNTY OF Uintah _____) ss:

On the 10 day of Oct, 19 96, personally
appeared before me Lonnle Hogan, who
being duly sworn did say that he/she, the said _____
is the Road Superintendent of Uintah County
and duly acknowledged that said instrument was signed on behalf of said company
by authority of its bylaws or a resolution of its board of directors and said
Lonnle Hogan duly acknowledged to me that said
company executed the same.



Michael W. Wilkins
Notary Public
Residing at: Vernal, UT

8-24-99
My Commission Expires:

ATTACHMENT "A"

Uintah County Commission
Operator

Uintah County Asphalt Mine
Mine Name

MS/047/022
Permit Number

Uintah County, Utah

The legal description of lands to be disturbed is:

10 acres for this amendment for a total of 80.5 acres in:

Township 4 South, Range 21 East, SLB&M

Section 30: SE $\frac{1}{4}$ SE $\frac{1}{4}$, E $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$,
SE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$

Section 31: NE $\frac{1}{4}$

See maps filed with Division of Oil, Gas and Mining.

EXECUTIVE SUMMARY

EXHIBIT

B

Prepared October 8, 1996

Mine Name: Uintah County Asphalt Mine
Operator: Uintah County Commission
147 East Main
Vernal, Utah 84078
Telephone: (801) 789-1070
Contact Person: Lonnie Hogan

I.D. No.: M/047/022
County: Uintah
New/Existing: Existing
Mineral Ownership: Private
Surface Ownership: Private
Lease No.(s): N/A
Permit Term: Life of Mine

Life of Mine: 10+ years as of this amendment

Legal Description: Amendment Area: N1/2 N1/2 NE1/4 of Section 31, Existing Operation: S1/2 SE1/4 of Section 30 Township 4 South, Range 21 East

Mineral(s) to be Mined: Asphalt/Tar Sands

Acres to be Disturbed: Permit Amendment area is approximately 10 acres. The total disturbed area including this amendment is approximately 80.5 acres.

Present Land Use: Mining

Postmining Land Use: Wildlife habitat

Variances from Reclamation Standards (Rule R647) Granted: None for this permit amendment. The existing permit included these variances: M-10(3) Impoundments - to allow the pit to impound water after final reclamation. M-10(5) Highwalls - to allow the existing highwalls to remain steeper than 45 degrees, and to allow the highwalls to remain without backfilling. M-10(8) Roads & Pads - to allow the main access road to the mine to remain. M-10(14) Soils - no soils were removed or segregated during the 50 year operation of the mine. This soils variance was limited to those areas previously disturbed and to outcrops and excessively steep terrain where removal would be impractical. Areas yet undisturbed (August 25, 1988) by the mining operations will not be covered by this soils variance.

Soils and Geology

Soil Description: Affected area is within previously disturbed lands and the Clapper Gravelly Loam soil type. This soil type is rated as fair for revegetation.

pH: 7.6

Special Handling Problems: None

Geology Description: Stratigraphy rocks in the vicinity of the pit include the Cretaceous Mesa Verde group, the Tertiary Duchesne River Formation, and the Quaternary colluvium and alluvium (in ascending order of occurrence). These occur as slope cover and valley fill on the Duchesne River Formation in the western part of the study area. They contribute to the volume of overburden overlying the tar sand. The oldest rocks in the pit are assigned to the Mesa Verde Group. They consist predominately of a fine to medium grained cross-bedded sandstone that is probably part of the Rim Rock sandstone. The eastern part of the study area is everywhere underlain by this. The Mesa Verde group sandstones are immediately overlain with variegated

beds of the Duchesne River Formations. The contact between the older Cretaceous sequence and Duchesne River Formation is an angular unconformity [break in the geologic record] that is well exposed along the western highwall just above the 5,900 foot level in the tar sand pit. This surface is undulatory at least on the order of a few feet. It in turn is overlain by the Brennan Basin Member of the Duchesne River Formation which consists in the pit of friable [ebble to cobble conglomerate, sandstone, and mudstone. Rocks within the tar sand pit are cut by both northwest and northeast trending faults. At least 150 feet of displacement has occurred at the fault along the northeast margin of the study area.

Hydrology

Ground Water Description: Mining has reached the base of the tar sands formation and no ground water has been encountered during the mining operations. The tar sand formation dips to the south-southwest away from any known wells. Therefore, there is no potential for intercepting or impacting any ground water resources. The Division of Water Quality has issued a Permit-By-Rule letter eliminating the requirement for a ground water discharge permit. There are no wells, pipelines, or boreholes within 500 feet of the lease property boundary.

Surface Water Description: There are no bodies of water within 500 feet of the site. There are small ephemeral creeks near the mine site and the proposed Buena Ventura Resources Corporation extraction facility. Any surface water from off site will be diverted away from the site by the use of berms. Any surface water on site will be collected in a sump at the bottom of the pit and used for dust control or pumped to the extraction facility.

Water Monitoring Plan: The facility is a closed loop "Non-discharging Facility" and therefore no surface water monitoring will be required. No ground water resources have been identified, therefore, no ground water monitoring will be required.

Ecology

Vegetation Type(s); Dominant Species: Sagebrush community is dominated by wyoming big sage, indian ricegrass and galleta grass. The Pinyon/Juniper woodland is dominated by pinyon pine, utah juniper, wyoming big sagebrush and galleta grass.

Percent Surrounding Vegetative Cover: Sagebrush community - 56.4%; Pinyon/Juniper woodland - 41.2%

Wildlife Concerns: None

Surface Facilities: The existing operations include very few facilities or structures. These facilities include the following: a small shack/scale house, a truck scale, a temporary fuel tank, a temporary crusher, and a gravel stockpile area located on a state lease to the north (this state lease area was not included as part of the mine disturbance because it is considered a gravel site)

Mining and Reclamation Plan Summary:

During Operations:

AMENDMENT AREA - River bed gravels disseminated throughout a superficial layer of plant growth medium in the amendment area will be screened, crushed and utilized for road paving operations. The County will segregate and stockpile the fines portion of this gravelly layer in the "top soil" stockpile for eventual reclamation. The hard cap rock which overlies the tar sands will be ripped and stored in the overburden berm east of the pit in an effort to provide a drainage and visual barrier separating the mining operations from adjoining land users. Overburden will be pushed east and north to establish a working area for the pit amendment area. As additional overburden is stripped from the deposit, the berm will be extended to the north where it will be stored for future use in recontouring the disturbed areas when the ore deposit is depleted. Sediment and erosion control measures implemented in the berm area will include low angle slopes (2h:1v) to minimize erosion, berms surrounding the stock pile to collect any run-off or erosion, broadcast reseeding and/or placement of rock riprap. All water collected within the pit and the area of exposed tar sands will be collected and used within the pit for asphalt mixing, dust control on the haul roads, or used by the proposed BVRC extraction facility.

If available, a D-10 Caterpillar dozer will be used to rip and remove overburden and the tar sands deposits; if the dozer cannot be utilized, the traditional methods of drilling and blasting will be used to remove the cap rock/overburden.

After Operations:

All trash will be removed. Scrapers and bulldozers will be used to replace overburden and recontour the pit to stable slopes. One to two feet of suitable topsoil material will be redistributed to the areas to be reseeded. The seed mixture recommended by DOGM will be used. Seeding will be by rangeland drill for grasses and forbs; broadcasting for shrubs. All planting will be in the fall. Fertilization will be used in the spring the third year after planting.

Because of the scarcity of top soil in the pre-mining area, reclamation may be limited to areas where adequate topsoil and moisture are available to support sustained revegetation. Reclamation activities will be concentrated where the maximum benefits such as site buffering, erosional control, and aesthetics will be achieved. Programs to augment natural top soil with recycled composts, sewage sludge or agricultural waste will be explored if cost effective.

If the Buena Ventura operations are approved, clean waste sand will be available to backfill the County pit. If and when the Buena Ventura Resources Corporation Large Mine Plan is approved, that plan will supersede this plan for future operations in the area.

Surety

Amount: \$146,400
Form: Self Bond (proposed)
Renewable Term: 5 years

RECLAMATION ESTIMATE

DRAFT

Uintah County

last revision

08/13/96

Asphalt Mine - June 1996 Amendment

Uintah County

M/047/022

filename M47-22.WB2

page "amend1996"

Prepared by Utah State Division of Oil, Gas & Mining

SUMMARY OF ALL UINTAH COUNTY ASPHALT PERMIT AREAS AMENDED TO THE PERMIT AS OF THIS DATE

AREA R-1	8.33 acre		
	SUBTOTAL R-1		\$6,462
AREA R-2	7.02 acre		
	SUBTOTAL R-2		\$5,992
AREA R-3	18.1 acre		
	SUBTOTAL R-3		\$41,725
AREA R-4	11.84 acre		
	SUBTOTAL R-4		\$10,924
AREA R-5	17.25 acre		
	SUBTOTAL R-5		\$17,543
AREA R-6 (1993 amendment)	8.00 acre		
	SUBTOTAL R-6		\$6,412
AREA R-7 (1996 AMENDMENT)	10.00 ACRE		
	SUBTOTAL R-7		\$14,619
Equipment mobilization	4 equip	1,000	4,000 (6)
Project supervision	5 week	1,900	9,500 (7)
	SUBTOTAL		117,177
	+ 10% CONTINGENCY		11,718
	SUBTOTAL		128,894
	+5yr ESCAL (2.58%)		17,508
	TOTAL		\$146,402

ROUNDED TOTAL IN 2001-\$ \$146,400

Average cost per disturbed acre = 1,818 \$/acre
 Total disturbed acreage = 80.5 acre
 Total permit acreage = 89.0 acre

EXHIBIT

C

RECLAMATION ESTIMATE

DRAFT

08/13/96

Uintah County

last revision

Asphalt Mine - June 1996 Amendment

Uintah County

/047/022

filename M47-22.WB2

page "amend1996"

Prepared by Utah State Division of Oil, Gas & Mining

Reclamation Details

- This page is for the amendment received June 10, 1996 ONLY
- Present acreages: R-1 (8.3), R-2 (7.0), R-3 (18.1), R-4 (11.8), R-5 (17.3), R-6 (16.5)
- June 1996 amendment increases the disturbed area by 10 acres
- Productivity levels and times taken from the 1988 estimate when possible
- Reclamation tasks for the amendment area were assumed to be similar to R-4 area
- Use a seed mix cost of 95 \$/acre
- Use a D8N dozer for earthwork at 201 \$/hr
- Use a fertilizer cost of 0.41 \$/lb
- Use a drill seeding cost, including mulch, of 150 \$/acre
- Use a broadcast seeding cost, including mulch, of 140 \$/acre
- Use a monitoring cost per area (1 day/yr, 3 yrs) 600 \$/area
- USE a cleanup cost (1 hr/acre) of 15 \$/hr
- ASSUME: mobilization of 1 dozer; 1 FE loader, 1 truck, 1 tractor

AREA R-7 (1996 amendment area)		10 acre		
Description	Amount		\$/Unit	Cost-\$
Earthwork (600 CY/hr) ASSUME	54 hr		201	10,809
Discing (4.35 acre/hr)	2 hr		201	462
Drill seeding (2.18 acre/hr)	5 hr		150	688
Broadcast seeding-truck (4.8 acr	1 hr		140	140
Seed Mix	10 acre		95	950
Fertilizer (200 lb/acre)	2,000 lb		0.41	820
General area cleanup	10 hr		15	150
Monitoring (1 day/yr for 3 yrs)	1 area		600	600
SUBTOTAL R-7				\$14,619

RESOLUTION

The following resolution was passed at a regularly scheduled public meeting of the Uintah County Commission, after advance public notice and opportunity for public comment, as required by law, and upon due consideration of all of the particulars, made pursuant to a motion duly made and seconded, by the unanimous vote of the Uintah County Commission:

BE IT RESOLVED THAT:

(1) The members of the Uintah County Commission, hereby ratify and appoint Lonnie L. Hogan, Uintah County Road Superintendant, as the lawful agent and attorney-in-fact for Uintah County for the limited purposes of filing and executing a Notice of Intention to Revise/Amend Large Mining Operations for the Uintah County Asphalt Mine M/047/022, and the Reclamation Contract, copies of which are attached and incorporated by this reference, and any other documents, applications, agreements, forms, or other instruments heretofore or hereafter required by the State of Utah or the Utah Division of Oil, Gas and Mining, and any such instrument signed by Lonnie L. Hogan is binding upon Uintah County, and by authority of this Resolution, the Uintah County Commissioners each duly acknowledge that each such instrument is signed by and on behalf of Uintah County to the full extent permitted by law.

(2) Without limiting the generality of the foregoing, Uintah County, by and through each of its Commissioners, hereby duly acknowledge and ratify the Reclamation Contract dated October 10, 1996 signed by Lonnie L. Hogan, which commits Uintah County to a total obligation of \$146,400, escalated to 2001 dollars, as reclamation surety for the entire 80.5 acres of disturbed area in the Uintah County Asphalt Mine.

EXHIBIT

D

Executed this 29th day of October, 1996.

Lewis G. Vincent, Chairman

F. Lorin Merrell

H. Glen McKee